

RESOLUTION NO. 2015 - 38

A RESOLUTION OF THE CITY OF SEARCY, ARKANSAS, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE WHITE COUNTY CHILDREN'S SAFETY CENTER, INC., FOR PROVIDING POLICE SUPPORT SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEARCY, TO-WIT:

WHEREAS, the City of Searcy has received a proposed Agreement for the provision of police support services with the White County Children's Safety Center ("WCCSC"); and

WHEREAS, the WCCSC has agreed to provide services with respect to the provision of investigative support for crimes involving minors in return for the sum of \$100,000.00 to the City of Searcy.

WHEREAS, a specimen of the Agreement between WCCSC and the City of Searcy has been provided to the Searcy City Council.

NOW, THEREFORE, be it resolved by the City Council of the City of Searcy, Arkansas, to-wit:

Section 1. That the Mayor and City Clerk are authorized and directed to negotiate, execute, and perform under the terms of, an agreement between the City of Searcy and WCCSC for the provision of police support services concerning investigations involving crimes against minors pursuant to an agreement in substance similar to that presented to the Searcy City Council and to take all actions determined by them, in their sole and exclusive discretion, to be necessary and proper with respect to all such actions.

Section 2. This resolution shall take effect immediately.

PASSED AND ADOPTED this 13th day of October, 2015.

/s/ David Morris
Mayor

ATTEST:

/s/ Jerry Morris
City Clerk

AGREEMENT

This agreement is made and entered into on October 13, 2015, between the CITY OF SEARCY (the "City") and White County Children's Safety Center, Inc. ("WCCSC")

WHEREAS, WCCSC facilitates the investigation of crimes involving children.

WHEREAS, the Searcy Police Department regularly consults with, and uses facilities provided by, WCCSC.

NOW, THEREFORE, the City and WCCSC wish to provide for the continued utilization of the facilities of WCCSC and agree to provide for access to these services pursuant to the following:

1. WCCSC shall provide to the City facilities for the investigation of crimes involving minors for a period of five (5) years, with such period to be extended for annual periods after this initial term of 5 years unless notice of termination is given as provided herein.
2. City shall pay to WCCSC the sum of One Hundred Thousand and No/100ths Dollars (\$100,000.00) on or before the Effective Date of this Agreement, as more particularly described herein.
3. The term of this Agreement shall renew after the initial 5 year term for successive periods of one (1) year unless either party shall afford to the other not less than ninety (90) days written notice of its intent to terminate this agreement.
4. Notices to be given hereunder shall be deemed to be given when the writing evidencing such notice shall be delivered to the then-current Mayor, with respect to the City, and the then-current Executive Director or other, similar officer, with respect to WCCSC.
5. WCCSC shall maintain offices and facilities in a manner reasonably acceptable to the City in which to facilitate the investigation of crimes involving minors.
6. WCCSC shall employ any privacy or confidentiality requirements as directed by the City or the police department of the City with respect to any investigation conducted by the City or its police department.
7. Notwithstanding any provision herein to the contrary, this Agreement may be terminated by the City or WCCSC after the initial term hereof upon ninety (90) days notice to the other.

City of Searcy, Arkansas

By: /s/ David Morris
Mayor of Searcy

White County Children's Safety Center, Inc.

By: /s/ Robin Connell
Executive Director

CITY OF SEARCY, ARKANSAS

By: /s/ Jerry Morris
City of Searcy Clerk